

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (this “*Agreement*”) is entered into by and between Lessor and Lessee. Pursuant to this Agreement, Lessor will rent to Lessee the equipment described on the signature page hereto (the “*Equipment*”) subject to the terms and conditions set forth herein. In consideration of the mutual covenants and agreements set forth herein, the parties to this Agreement hereby agree as follows:

1. **INSPECTION.** Lessee acknowledges (a) that Lessee has personally inspected the Equipment and finds it suitable for Lessee’s needs and in good condition, (b) that Lessee understands its proper use and agrees to inspect the Equipment prior to use and notify Lessor of any defects.

2. **LOADING, UNLOADING, AND TRANSPORTING THE EQUIPMENT.**

a. Unless agreed to by Lessor, Lessee is responsible for loading and transporting the Equipment. If Lessor’s employees assist in loading or unloading the Equipment, Lessee agrees to assume the risk of, and hold Lessor harmless from, any property damage or personal injuries, including damage or injuries attributable to the negligence of Lessor and its employees.

b. Lessee will also be responsible for returning and unloading the Equipment to Lessor’s premises in the same condition as the Equipment was presented to Lessee by Lessor at the beginning of this Lease.

c. In the event Lessor agrees to deliver Equipment to a location directed by Lessee, it is understood Lessee will be responsible for unloading the Equipment upon delivery by Lessor.

3. **USE OF THE EQUIPMENT.** Use of Equipment in the following circumstances is prohibited and constitutes a breach of this Agreement:

- a. Use for illegal purposes or in an illegal manner;
- b. Improper use, unintended use, or misuse;

c. Use by anyone other than Lessee or Lessee’s employees without Lessor’s written consent.

d. Excluding trailers, use at any location other than the address(es) set forth on the signature page hereto without Lessor’s written consent.

e. The use and operation of the Equipment in any manner that does not comply with written instructions provided with the Equipment or as contained on any decals or warnings affixed to the Equipment.

4. **REPLACEMENT OF THE EQUIPMENT.** If the Equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and notify Lessor who will, subject to availability, replace the Equipment with similar equipment in good working order. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise related to the replacement or malfunction of the Equipment leased to Lessee.

5. **ASSIGNMENTS, SUBLEASES, AND LOANS OF THE EQUIPMENT.** Lessor may assign its rights under this Agreement without Lessee’s consent. Lessee may not sublease or loan the Equipment without Lessor’s written consent. Any purported assignment, sublease or loan of the Equipment by Lessee to any person or firm without Lessor’s written consent shall be void.

6. **WARRANTIES.** Lessor disclaims any warranty, express or implied, regarding the Equipment. LESSEE UNDERSTANDS AND AGREES THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESS OR IMPLIED for a particular purpose or use of the Equipment. There is no warranty that the Equipment is suited for Lessee’s intended use or that it is free from defects as Lessee understands the Equipment is offered for lease to the general public.

7. **ASSUMPTION OF RISK, DAMAGES, AND ALLOCATION OF FEES.**

a. Lessee assumes the risks of and holds Lessor harmless from any damages (to property or otherwise) or liability arising from personal injuries related to the use, transportation, loading and unloading of the Equipment or arising from Lessor’s

negligence. Lessee shall indemnify and hold Lessor harmless from any claims made by third parties for loss, injury, or damage to their persons or property arising out of Lessee's possession, use or maintenance of the Equipment, including legal costs incurred by Lessor in defense of such claims.

b. Lessee will immediately notify Lessor in the event of any accident involving the Equipment.

c. Lessor is not liable for damage to Lessee's bumper or automobile done by detachable hitches.

d. Lessee agrees to pay for all damages to the Equipment, regardless of cause, except for reasonable wear and tear while the Equipment is out of the possession of Lessor. Equipment damaged beyond repair will be paid for by Lessee at its replacement cost when rented.

e. Lessee agrees to pay all reasonable collection, attorneys and court fees, and other expenses involved in the collection of the charges or enforcement of Lessor's rights under this contract including for unpaid rental fees or damages to the Equipment caused by Lessee's negligence.

8. DAMAGE DEPOSIT (WAIVER).

a. In the event the Equipment is damaged beyond normal wear and tear, and such damages exceed ten percent (10%) (the "damage waiver" amount) of the charged rental rate, the Lessor, within seventy-two (72) hours of return of the Equipment, may charge against the credit/debit card or other payment method used by the Lessee such damages that exceed the "damage waiver" amount and shall list the damages and amounts assessed against the Lessee's charges. The Lessee expressly consents to the Lessor's charges against Lessee's account for damages exceeding the damage waiver amount. "Damages" include, but are not limited to:

i. Loss or damage caused by vandalism, malicious mischief, theft, or return of the Equipment in a dirty condition requiring cleaning by the Lessor; or,

ii. Loss, damage, or theft of accessory equipment, such as electric cords, hoses points, chisels, floor polisher brushes, etc.; or,

iii. Loss or damage resulting from overloading, exceeding rated capacity, misuse, abuse, or improper servicing of the Equipment by the Lessor; or,

iv. Damage to tires and tubes caused by a blowout or bruises, cuts, or other bodily injury inherent in the use of the Equipment; or,

v. Loss due to disappearances or wrongful conversion by a person entrusted with Equipment; or,

vi. Loss or damage caused by a third party not associated or related to Lessee; or,

vii. Loss or damage arising from negligence or neglect by Lessee; or,

viii. Losses to Lessor caused by the failure to return the Equipment upon termination of the rental period.

b. Lessee may decline the Damage Waiver if Lessee provides to Lessor proof of an insurance policy held by Lessee that names Lessor as additional insured and loss payee on such policy. Providing Lessor with such an insurance certificate removes the Damage Waiver on all future rentals and may not be used retroactively by Lessee.

9. LESSEE REPRESENTATION. Lessee represents to Lessor that Lessee is neither the manufacturer of the Equipment nor an agent of the manufacturer.

10. RETURN OF THE EQUIPMENT.

a. Lessee's right to possession of the Equipment terminates on the expiration of the rental period set forth on the signature page hereto. Retention of the Equipment after this time constitutes a material breach of this Agreement. Time is of the essence in this Agreement. Any extension to the rental period must be mutually agreed upon in writing. Lessor may report as stolen all personal property not returned within the rental period.

b. Upon the termination of the rental period, Lessee shall return the Equipment to Lessor's premises during Lessor's regular business hours in the same condition as the Equipment was rented, aside from reasonable wear and tear. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Lessor's regular business hours.

11. **TERMINATION.** Upon (a) Lessee's failure to pay the rental fees set forth on the signature page hereto or (b) Lessee's breach of any term in this Agreement, Lessor may immediately terminate this Agreement. Upon termination, Lessor is entitled to take possession of the Equipment, regardless of location, and Lessor and Lessor's agents shall not be liable for any damages arising from the removal of the Equipment.

12. **INSURANCE.** In the event Lessee rents from Lessor a trailer, a boom lift, or any items to be towed by a vehicle or loaded onto a trailer, the Lessee agrees to maintain insurance covering the Lessee and any drivers of Lessee's vehicle, including general liability, property damage and collision coverage covering the driver, the vehicle and the Equipment in such amounts as are required of licensed drivers in the State of Indiana by the Indiana Code and Indiana Department of Transportation. Proof of such insurance will be required by Lessor at the outset of the lease.

13. **EQUIPMENT FAILURE.** In the event any of the Equipment fails to start, breaks, malfunctions, becomes unsafe or is in need of maintenance or repair, Lessee agrees to immediately discontinue use, notify Lessor, and if directed to do so, return the Equipment to Lessor. Lessee further agrees Lessor will not repair or have anyone else repair any Equipment. Failure to timely notify Lessor will result in Lessee being charged for all time out.

14. **REPOSSESSION.** Upon failure to pay rent or other breach of this contract, Lessor may terminate this contract and take possession of and remove the goods from wherever they are, and Lessor and its agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.

ACCEPTING THE TERMS & CONDITIONS DIGITALLY WILL SERVE AS ACKNOWLEDGEMENT
AND ACCEPTANCE OF THIS CONTRACT IN REPLACEMENT OF PHYSICAL SIGNATURE.

The parties have executed this Agreement as of the date first set forth above.